



**COUNTY OF ERIE  
DIVISION OF PURCHASE  
MEMORANDUM**

**To:** All Using Departments

**From:** Jamie Kucewicz, Buyer

**Date:** 11-4-13

**Subject:** PERSONAL EMERGENCY RESPONSE SYSTEM (P.E.R.S.) EQUIPMENT  
& SERVICE

**Bid No.:** 213250-002

**Effective Dates:** January 1, 2014 through December 31, 2014

**Vendor #:** 140546

**Vendor:** M. SAUER COMPANY – SECURITY UNLIMITED  
3106 Pinkney Road  
Baltimore, MD 21215  
Contact: Avraham Sauer

**Telephone:** 410-466-7770

**Pricing:** \$11.95 monthly service charge per unit



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## **STANDARD AGREEMENT**

This AGREEMENT, made as of the 16th DAY OF SEPTEMBER, 2013

by and between M. SAUER COMPANY - SECURITY UNLIMITED

of 3106 PINKNEY ROAD, BALTIMORE, MD 21215

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on SEPTEMBER 3, 2013 at 2:00 PM

for: PERSONAL EMERGENCY RESPONSE SYSTEM (P.E.R.S.) EQUIPMENT & SERVICE.

WHEREAS, the bid of the Contractor submitted in accordance therewith, the monthly service charge of

ELEVEN AND 95/100 DOLLARS PER UNIT,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 213250-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

\_\_\_\_\_ Paid monthly upon presentation of invoices.

XXX

\_\_\_\_\_ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

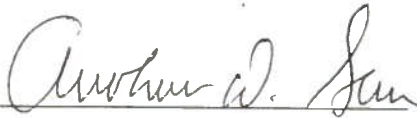
COUNTY OF ERIE

CONTRACTOR: M. SAUER COMPANY -  
SECURITY UNLIMITED

by

  
Director of Purchase

by



Date

10/18/2013

Title

President

Date

09/23/13

APPROVED AS TO FORM

  
Assistant County Attorney  
County of Erie, New York

Date

10/17/13

Document No.:

13-755-Pu



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**  
**INVITATION TO BID**

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie  
Division of Purchase  
Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336  
95 Franklin Street, Room 1254  
Buffalo, New York 14202-3967

**NOTE:** Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 213250-002

OPENING DATE: September 3, 2013 TIME: 2:00 PM

FOR: Personal Emergency Response System (P.E.R.S.) Equipment & Service

Security Unlimited  
3106 Pinkney Road  
Baltimore, MD 21215

NAME OF BIDDER: \_\_\_\_\_

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

<u>  X  </u>	EXHIBIT "A"	- Assignment of Public Contracts
<u>  X  </u>	EXHIBIT "B"	- Purchases by Other Local Governments or Special Districts
<u>     </u>	EXHIBIT "C"	- Construction/Reconstruction Contracts
<u>     </u>	EXHIBIT "D"	- Bid Bond (Formal Bid)
<u>  N/A </u>	EXHIBIT "E"	- Bid Bond (Informal Bid)
<u>  X  </u>	EXHIBIT "F"	- Standard Agreement
<u>  X  </u>	EXHIBIT "G"	- Non-Collusive Bidding Certification
<u>  X  </u>	EXHIBIT "H"	- MBE/ WBE Commitment
<u>  X  </u>	EXHIBIT "IC"	- Insurance (Class A)
<u>     </u>	EXHIBIT "P" & EXHIBIT "PBI"	- Performance Bond

(Rev. 7/95)

**County of Erie**  
**DIVISION OF PURCHASE**  
**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**NOTICE**

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this 27 day of August, 2013

TERMS Net DELIVERY DATE AT DESTINATION as required

FIRM NAME M. Sauer Company - Security Unlimited

ADDRESS 3106 Pinkney Rd

Baltimore, MD ZIP 21215

AUTHORIZED SIGNATURE Abraham D. Sauer

TYPED NAME OF AUTHORIZED SIGNATURE Abraham Sauer

TITLE President TELEPHONE NO. 410-466-7770

**County of Erie**  
**DIVISION OF PURCHASE**  
**BID SPECIFICATIONS**

Page 2 of 6 Pages

BID NO 213250-002

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Supply, install and maintain Personal Emergency Response		
			System equipment as per enclosed specifications.		
	750	each	Monthly Service Charge	<u>11.95</u>	<u>8,962.50</u>
			(any installation cost should be included in monthly charge)		
			*Bid will be awarded based on quantity of 750 units. This is an		
			estimate, however, and actual quantity may differ.		

**NOTE:** Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

**ERIE COUNTY DIVISION OF PURCHASE**  
 Freedom of Information Officer  
 95 Franklin Street, Rm. 1254  
 Buffalo, NY 14202  
 FAX #: 716/858-6465

**TOTAL NET BID DELIVERED INSIDE** 8,962.50

**NAME OF BIDDER** M. Sauer Company - Security Unlimited d.b.a. Help Link

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

## **BID SPECIFICATIONS**

Award period will be January 1, 2014 through December 31, 2014 with the option to extend for up to two additional one-year periods of 1/1/15 through 12/31/15 and from 1/1/16 through 12/31/16.

Extension would be under the same price, terms and conditions as established by this bid.

Extension of award would be at the mutual agreement of the County of Erie and the vendor.

If current vendor is not awarded this bid, existing units will be replaced with units from the awarded vendor.

Transition must be completed by January 31, 2014. This will require the cooperation of the current provider and the new provider to insure that service to clients is not interrupted.

The transition will be coordinated by Erie County with the cooperation of the vendors involved.

Service for new Erie County clients that require a P.E.R.S. will be provided by the awarded vendor throughout the award period. Installation will be made upon notification by the County department involved. See enclosed specifications for installation procedure.

The successful bidder will be required to provide proof of insurance as per requirements of Erie County Standard Insurance Classification "A" (see Exhibit "IC").

Successful bidder will be responsible for billing Erie County or NYS EMEDNY, depending on the client.

## PRODUCT/SERVICE SPECIFICATIONS

### I. INTRODUCTION

- A. The Personal Emergency Response System (P.E.R.S) consists of an electronic call device which is installed in the client's residence and linked, via the client's telephone line, with a central emergency response center (monitoring agency). In the case of sudden illness, accident, or other emergency, the client can notify the emergency response center immediately in order to secure assistance.
- B. Personal emergency response services will be provided by Personal Emergency Response System providers (PERS providers) with whom Erie County has contracted.

### II. CONTRACT AGENCY RESPONSIBILITIES

#### A. General Requirements

The criteria outlined below are the minimum that a P.E.R.S. provider must meet to provide services under the proposed contract.

The provider must:

- 1) Have a State or Federal tax identification number.
- 2) Have a Medicaid Provider ID number assigned at time of contract.
- 3) Obtain and provide verification of liability insurance acceptable to the County of Erie.
- 4) Provide verification of the successful delivery of the type of service described in the contract for at least one full year immediately preceding the date of this notice of contract requirements.
- 5) Directly operate all aspects of the program.
- 6) Provide all current requirements (approx. 750 units) and all future requirements for the length of this contract.
- 7) Submit verifiable billings monthly in accordance with time frames established by Erie County.
- 8) **Submit response to the following with contract bid:**
  - a. Within the past seven years, has the contractor/bidder been or is he in the process of being sued in New York or any other state because of (a) equipment, (b) services, (c) marketing or (d) other? **No**
  - b. If contractor/bidder answered yes to any item, please give details including date(s) of suit(s), the name of the state(s) where sued, reason(s) for suit, damages sought and outcome of lawsuit(s).

#### B. Specific Requirements

In addition to those responsibilities set forth in the General Requirements, the provider will be responsible for the following:

- 1) Installing an Emergency Response System in a client's residence within five working days of notification by authorized County staff.
  - a. Erie County staff will notify the provider by telephone of a request for installation and follow-up with written confirmation of the order. The provider will arrange with the client for a mutually convenient appointment within five working days of the provider's notification by the County.
  - b. The provider will notify Erie County of the installation appointment and will confirm the appointment with the County.
  - c. The provider will immediately notify County staff if it is unable to schedule or complete an installation within the required time frame.
  - d. The provider will furnish all parts and equipment necessary for installing the P.E.R.S. into a functioning telephone system in an appropriate location.

- e. The provider will instruct the client in use and maintenance of the P.E.R.S. and will furnish client with simple written instructions, including how to report a malfunction of the P.E.R.S.
  - f. The provider will, upon request of the client or County staff, furnish additional follow-up instructions to the client on operating and maintaining the P.E.R.S.
  - g. The provider will, upon request of Erie County, demonstrate to or instruct County staff in the operation of the P.E.R.S.
  - h. The provider will forward to Erie County within five working days of the installation, either by mail or facsimile, a form signed by a provider representative or employee and by the client or client's representative, confirming the date of the installation and the client's understanding of the use and maintenance of the P.E.R.S.
- 2) Installing P.E.R.S. equipment which is approved by the Federal Communications Commission and meets UL safety standard 1637. Equipment must be installable into client's functioning telephone line, be compatible with rotary or touch tone telephones and provide voice-to-voice capability. Provider must furnish all necessary connectors, etc. to properly install equipment at no extra cost. All units which fail, including activator devices, must be replaced by the provider at no extra cost.
- 3) Providing emergency response communicator and activator devices which meet the following:
- a. are capable of being activated by remote wireless devices, i.e. hand held, part of smoke detector, part of panic switch.
  - b. must be connected to clients telephone line and be capable of activation by remote activator devices.
  - c. the communicator devices must also have a button to generate a signal and must send the signal over telephone lines to an emergency response center.
  - d. activator devices must be capable of being activated by pressing a pressure sensitive switch on the front of the unit unless part of a special unit such as a smoke detector or a unit provided for a client with special needs as described below.
  - e. remote activator devices available should include the following types of devices:
    - 1. Client Activated - hand held, wrist located, pendant, wall mounted, etc.
    - 2. Client Activated Optional (for client's with special needs) - breath activated (sip & puff) devices, pressure activated devices such as gross body or head movement "wobble" switches, rocking lever switches and pressure sensitive warning pads to be used to alert care givers that the client is entering a danger zone, etc. Optional devices are to be substituted for client activated devices at no extra cost if ordered by the County.
    - 3. High and Low temperature detectors/alarm.
  - f. range of remote activator devices should be 200 feet.
  - g. wrist units and pendants should be water-resistant and weigh no more than one (1) ounce.
  - h. each P.E.R.S. installation must include one remote client activator device at minimum.
- 4) Maintain all installed P.E.R.S. in proper working order.
- a. the provider will replace within 24 hrs. of notification any P.E.R.S. that is not functioning properly at no cost to Erie County. Notification of equipment malfunction may come from County staff, the client, the client's representative, or other responsible source.
  - b. the provider will notify Erie County immediately upon replacing a malfunctioning P.E.R.S.
- 5) Insure at least once every 24 hours that the P.E.R.S. is operating properly.
- a. the daily check should be automated and cause the least possible inconvenience to the client.
  - b. The provider will follow up immediately on any P.E.R.S. that is not operating properly. Malfunctioning equipment will be replaced within 24 hours of notification or identification.
- 6) Provide telephone seize line circuitry. Circuitry must guarantee that unit has priority over telephone should phone be off the hook or in use when unit is activated. Unit must seize line and send emergency signal when activated. Unit must return telephone to normal use after emergency without client manually resetting unit.

- 7) Guarantee uninterrupted functionality of unit. Unit's physical position cannot affect system's functionality. System must stay on at all times until disconnected (uninstalled).
- 8) Have visual warning signal to indicate unit is operating on standby DC power. Unit must have power light to indicate AC power is on. Unit must have audible indicator to alert client if AC power remains off for two hours.
- 9) System must provide warning signal to emergency response center before a low battery condition exists.
- 10) System must monitor telephone line and have a flashing light to signal to client that telephone line is not functioning. Unit must have second long distance service back up in case primary long distance service is not operational.
- 11) Operator at emergency response center must be able to control the talk/listen circuit. Operator must be able to amplify his voice as needed to get patient's attention.
- 12) Microphone in communicator must insure effective voice communication anywhere in client's home. Client must be able to speak in normal conversational tones. Guaranteed range must equal 300 feet. Microphone must transmit tone from a 25 decibel source.
- 13) Unit must run self-diagnostic tests of its features for normal operations. Results of diagnostics must be transmitted to emergency response center. Operator must order appropriate service call when malfunctions are observed. Unit power light should turn off if central processor fails.
- 14) Maintain a 24-hour emergency response center (monitoring agency) staffed with trained emergency response operators who have no duties other than those associated with the operation of the P.E.R.S.
  - a. The provider will establish and maintain a 24-hour monitoring center for all installed P.E.R.S. The center will provide for the following activities:
    1. Receive and acknowledge emergency signals from clients and acknowledge the signal within two minutes of receipt.
    2. Establish immediate two-way voice communication with clients sending emergency signals. For non-English speaking clients or limited-English, must offer bilingual translation through AT&T's Language Line Service.
    3. Be capable of responding to multiple emergency signals simultaneously.
    4. Notify a third-party (client-designated representative, police, etc.) to respond to an emergency via immediate telephone contact and without interrupting or terminating direct voice contact with the client.
    5. Verify a resolution of the emergency situation and notify County staff within 24 hours or the next business day.
  - b. The provider will insure 24-hour staffing of the emergency response center (monitoring agency) with trained operators.
    1. The provider will prepare written training material and procedures for the operators.
    2. The operators will pass a written test administered by the provider pertaining to proper operation of the system and response to emergencies prior to being assigned to the project.
- 15) Insure continuous P.E.R.S. monitoring and response capabilities during power failures, mechanical malfunctions, or other emergencies.
  - a. The provider will insure that the emergency response center (monitoring agency) has appropriate auxiliary power, separate telephone service and back up information retrieval systems to provide continuous client monitoring and emergency response capability in case of local or widespread power failure, fire or other emergency.
  - b. Installed P.E.R.S. should be capable of operating for 24 hours without external power in case of power failure at the client's residence.

- 16) Create, maintain and protect automated client data records.
  - a. The provider will devise an automated client data storage and retrieval system which will include pertinent client information, including:
    1. Client name, address (including apartment and floor), telephone number.
    2. Client history, including age, sex, medical condition and diagnosis, medication.
    3. Person(s) to notify in an emergency.
    4. Local police, fire, ambulance, doctor and hospital service.
  - b. The provider will protect client records from alteration or destruction, and will protect the confidentiality of client records.
- 17) Respond immediately to every and all signals from client's P.E.R.S., and maintain appropriate contact until termination of the emergency situation.
  - a. The provider, immediately upon receiving a signal from a client's P.E.R.S., will retrieve the client's automated data records, establish immediate two-way voice contact directly with the client via the incoming signal and contact the client's representative, or take other emergency action as prescribed in the client's record.
  - b. The emergency response operator will monitor the provision of emergency service to verify that it has been provided and that the emergency situation no longer exists at the client's residence.
  - c. The provider will notify County staff by telephone or facsimile on the working day following the emergency of the nature and resolution of the emergency. The provider will submit to Erie County a written summary of the emergency within 5 working days of the incident. (This may be waived if original notification was written and sent by a facsimile).
- 18) Prepare and maintain written records of all P.E.R.S. activities including:
  - a. P.E.R.S. installations
  - b. Client orientation and instruction
  - c. P.E.R.S. maintenance and repair
  - d. P.E.R.S. monitoring every 30 days
  - e. Client data updating
  - f. P.E.R.S. activations and emergency responses
  - g. P.E.R.S. removal
- 19) Provide data and information as requested or directed by Erie County.
  - a. The provider will prepare and produce, at no cost to the County, all forms necessary for recording and/or reporting including:
    - 1) Client data/history
    - 2) P.E.R.S. installation and removal record
    - 3) Client orientation verification
    - 4) P.E.R.S. maintenance and repair record
    - 5) P.E.R.S. 24-hr. monitoring log
    - 6) P.E.R.S. activation report
    - 7) Monthly client roster
  - b. Forms numbered 2 through 6 above will provide for reporting the date and time of the activity, as well as the persons involved. Additionally, form number 6 will provide for reporting a detailed description of the emergency, emergency response and resolution.

- 20) Remove the P.E.R.S. from a client's residence within five working days of notification by authorized County staff.
- a. The provider will, only upon instruction by authorized County staff, arrange with the client or client's representative for a mutually convenient appointment within five working days.
  - b. The provider will notify the County by telephone and in writing that the P.E.R.S. has been removed.
  - c. Payment will terminate on the date Erie County notifies the contractor.
  - d. Sole liability for the recovery of the P.E.R.S. will remain with the contractor.
- 21) Identify administrative level personnel to act as liaison(s) for communication with Erie County business employee.

### **III. ERIE COUNTY RESPONSIBILITIES**

Erie County will be responsible for referring all clients to be served under the contract, and will retain complete control of client eligibility determination, care plan development, service authorization, and case management. The County will also be responsible for monitoring and evaluating the provider's performance.

#### **A. Client Screening and Referral to P.E.R.S. Project**

Erie County will be responsible for the screening of all clients.

#### **B. Notification of Installation and Removal**

Erie County is responsible for referring new clients for the program to the provider. Installation of a P.E.R.S. in the client's home is to occur within five working days of referral by telephone from authorized County representative. Written authorization to begin P.E.R.S. service, along with pertinent client data, will be sent to the provider by facsimile machine.

Erie County will also be responsible for notifying the provider to remove a P.E.R.S. from a client residence at the client's request, because of the death of the client, hospitalization of the client for more than 60 days, or because of another change in circumstances. Where the removal is not at the client's request or because of the death of the client, the decision to remove the P.E.R.S. will be the sole responsibility of the County. For all P.E.R.S. removals, notification will be by telephone from authorized County staff. Written authorization to terminate P.E.R.S. service will be sent to the provider on the same day as the telephone notification. If the provider is notified directly by a client's family or other representative to remove the P.E.R.S., authorization must first be obtained from County staff.

#### **C. Provision of Client History Data**

Erie County will be responsible for providing the provider with pertinent data for each client who is referred for P.E.R.S. service. The data will include the client's name, address, telephone number, medical condition and diagnosis, and will be submitted by County staff.

The County will also be responsible for furnishing the provider with information about changes in a client's status in a timely fashion.

#### **D. Case Management and Coordination**

Erie County will be responsible for the continuing case management of clients participating in the P.E.R.S. program. In this capacity, County staff will promptly forward to the provider any service complaints received from participating clients through field staff and act to resolve client-provider problems.

#### **E. Contract Monitoring and Evaluation**

Erie County will be responsible for monitoring the provider's ongoing compliance with the terms of the contract. The County will monitor the provider's performance in such areas as: timeliness of the provision of service, reliability of service, timeliness and efficiency of emergency response, and timeliness and accuracy of reporting.

# County of Erie

## DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME M. Sauer Company - Security Unlimited  
 ADDRESS OF PRINCIPAL OFFICE STREET 3106 Pinkney Rd  
 CITY Baltimore  
 AREA CODE 410 PHONE 466-7770 STATE Maryland ZIP 21215

Check one: CORPORATION X PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF Maryland

If foreign corporation, state if authorized to do business in the State of New York:

YES ✓ NO \_\_\_\_\_

TRADE NAMES: Help Link

ADDRESS OF LOCAL OFFICE STREET 82 Enola Avenue  
 CITY Kenmore  
 AREA CODE 315 PHONE 299-2774 STATE NY ZIP 14217

NAMES AND ADDRESSES OF PARTNERS:

Abraham D. Sauer 3106 Pinkney Rd, Balto, MD 21215

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_